

AFTER RECORDING MAIL TO:

TG1 LLC

101 East 8<sup>th</sup> Street

Suite 210

Vancouver, WA 98660

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Grantor: Nylund, Inc

Grantee: TG1 LLC

Assessor's Property Tax Parcel Account Number (s): 02-05-30-0-0-1510-00

Lot 4 SUNSERI-SCHULL SP Bk 2/Pg 120

Full Legal Description in Exhibit A Pg. 5

### ASSIGNMENT OF RENTS

This assignment of rents is dated 09/28/21 between

Nylund, Inc (A Washington State Corporation) whose mailing address is 14900 NE 271st Avenue, Brush Prairie, WA 98606 (referred to below as "Grantor") and TG1 LLC (hereinafter "Lender"). For valuable consideration, grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and the Rents from the following described Property located at:

222 Taylor Road, Washougal, WA 98671

Whereas, Grantor has executed and delivered to TG1 LLC that certain Promissory Note dated 09/28/2021 in the original amount of \$250,000.00 and

Whereas, Grantor is entitle to receive periodic rental payments for that property of which Grantor is the Landlord and


Whereas, Grantor desired to assign to TG1 LLC the Rental Payments for application to the unpaid balance of the Note and all renewals, modifications and extensions thereof, and all other indebtedness of Grantor to TG1 LLC

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Grantor hereby assigns to TG1 LLC all of Grantor's right, title and interest in the rental payments. Grantor hereby grants to TG1 LLC the right to enforce, at the sole discretion of TG1 LLC all of Grantor's rights under the lease.
2. On or before the first banking day after TG1 LLC receives each rental payment, TG1 LLC will apply said rental payment to reduce the unpaid balance of the Note and the other obligations in such manner as TG1 LLC deems fit in its sole discretion. If Tenant makes the Rental Payment by check, TG1 LLC will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. It is expressly agreed that Grantor's Note and obligations shall not be reduced or credited until such time as TG1 LLC receives each final rental payment. Grantor's duties to TG1 LLC under the Note and Obligations shall not be excused or modified if Tenant(s) fails or refuses to make a payment.
3. Nothing herein shall constitute or be construed as a delegation to TG1 LLC of Grantor's duties under the Lease. Grantor shall have the option but not the duty to enforce Tenant's obligation to pay Rental Payments. Further, TG1 LLC shall have no obligation to Tenant whatsoever other than to accept each Rental Payment.
4. After the unpaid balance of the Note and any renewals, modification, or extension thereof, and after the repayment of all other Obligations and debts of Grantor to TG1 LLC, TG1 LLC agrees to assign back to the Grantor all the Assignee's rights created hereby within 10 days for receipt by Grantor of such written request.
5. In the event Tenant breaches the Lease, and TG1 LLC exercises its option hereunder to sue to enforce the Lease, Grantor agrees to reimburse TG1 LLC for all of TG1 LLC's costs and reasonable attorney fees incurred in connection with enforcing the Lease. Such costs and attorney fees may be paid by TG1 LLC from Rental Payments.
6. Grantor agrees to instruct Tenant to pay the Rental payments directly to TG1 LLC.

7. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.
8. Grantor's consent to allowing Tenant to make one or more Rental Payments to TG1 LLC is not and shall not be deemed to be a waiver of TG1 LLC's right to directly receive all other rental payments.

Nylund, Inc as Grantor,

  
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Caleb Nylund, Vice President

9/28/21

Date

STATE OF WASHINGTON )

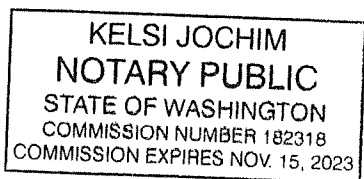
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COUNTY OF CLARK )

Unofficial Copy

I certify that I know or have satisfactory evidence that CARLOS MYJUNO (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9/28/21



[Signature]  
Notary Public in and for the state of Washington

Residing at WOODLAND

My appointment expires: 11/15/23

Unofficial Copy

EXHIBIT "A"  
LEGAL DESCRIPTION

A tract of land in the Southwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 4 of the SUNSERI-SCHULL Short Plat, recorded in Book 2 of Short Plats, Page 120, Skamania County Records.

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